

# **EXHIBIT 1**

## AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT (the "Amendment") is made as of this 3rd day of April, 2025, by and among Stephen A. Metz (the "Trustee") Subchapter V Trustee for the Bankruptcy Estate of Skin Logic, LLC (the "Debtor"), as seller, and Leila Kump or designated assignee (collectively, "Buyer"), as buyer. Buyer, Debtor and Trustee may hereinafter also be referred to individually as a "party" and collectively as the "parties."

### BACKGROUND

A. On August 24, 2023, the Debtor filed a voluntary petition for relief under Chapter 11, Subchapter V, of Title 11 of the United States Code (the "**Bankruptcy Code**"), commencing Case No. 23-11352-KHK (the "Bankruptcy Case") in the United States Bankruptcy Court for the Eastern District of Virginia (the "**Bankruptcy Court**").

B. On or about November 8, 2024, the Parties executed an Asset Purchase Agreement (the "Initial APA"), a copy of which was attached to the Trustee's Motion for Entry of an Order Approving Sale of Substantially All of Debtor's Assets and filed with the Bankruptcy Court on November 15, 2024.

C. On or about January 13, 2025, the Parties executed an Amended Asset Purchase Agreement (the "Amended APA"), a copy of which was attached to the Trustee's Line Filing Amended Asset Purchase Agreement Re: Subchapter V Trustee's Motion for Entry of an Order Approving Sale of Substantially All of Debtor's Assets and filed with the Bankruptcy Court on January 13, 2025.

D. On January 22, 2025, the Bankruptcy Court entered an Order Approving Asset Purchase Agreement, Authorizing Sale of Assets Free and Clear of All Liens, Encumbrances and Interests and Approving Assumption and Assignment of Executory Contracts and Leases (the "Sale Order"), pursuant to which the Court authorized the Trustee to sell assets to the Buyer pursuant to the Agreement, which was defined as the agreement in substantially the form filed with the Bankruptcy Court on November 15, 2024 (the Initial APA) as modified by the Amended APA.

E. Pursuant to Section 5.2 of the Amended APA, closing was to occur no later than 60 days after the entry of the Sale Order.

F. Pursuant to Section 6.1 of the Amended APA, the Trustee has the right to terminate the Amended APA upon a default by the Buyer, and after providing the Buyer with an opportunity to cure.

G. Buyer is in the process of obtaining a loan to finance a portion of the Purchase Price (as defined in the Amended APA) and is diligently working with Buyer's lender toward that end.

H. Trustee has communicated both directly with Buyer's lender and with

Buyer's lender's counsel and is satisfied with Buyer's efforts toward closing.

1. This Amendment is entered into for the purpose of formally extending the deadline to close and to clarify the name of the Buyer entity.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements herein contained, and intending to be legally bound hereby, the parties represent, warrant, covenant, and agree, as follows:

### **TERMS AND CONDITIONS**

1. Closing. Section 5.2 of the Amended APA is amended to state that closing must occur not later than May 9, 2025.

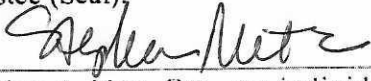
2. Buyer Entity. The Initial APA specifically referenced Aria Elite LLC as Dr. Kump's designated buyer assignee, as did the Sale Order. The Amended APA inadvertently omitted Aria Elite LLC as the buyer assignee. The Parties hereby confirm that Aria Elite LLC shall be the Buyer.

3. Miscellaneous. Except as specifically modified herein, the Amended APA shall remain in full force and effect in accordance with the terms contained therein and is hereby ratified, approved and confirmed in all respects.

*[Signature Page Follows]*

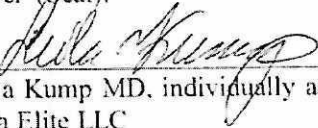
IN WITNESS WHEREOF, the parties have executed and delivered this Asset  
Purchase Agreement as of the date first above written.

Trustee (Seal):



Stephen A. Metz, Esq., not individually but solely  
in his capacity as Subchapter V Trustee, *In Re Skin*  
*Logic, LLC, Case No. 23-11352-KHK*

Buyer (Seal):



Leila Kump MD, individually and on behalf of  
Aria Elite LLC

